

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



TIFFANY & BOSCO
P.A.

Dated: July 07, 2010

2525 EAST CAMELBACK ROAD

SUITE 300

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Sarah S. Curley

SARAH S. CURLEY
U.S. Bankruptcy Judge

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10-14805

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

IN RE:

Mark A. Schwartz
Debtor.

Wells Fargo Bank, N.A.
Movant,

vs.

Mark A. Schwartz, Debtor, Anthony H. Mason,
Trustee.

Respondents.

No. 2:10-BK-16288-SSC

Chapter 7

ORDER

(Related to Docket #13)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated October 22, 2005 and recorded in the office of the
3 MARICOPA County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Mark A.
4 Schwartz has an interest in, further described as:

5 Lot 70, SCOTTSDALE TRAILS, according to Declaration of Horizontal Property Regime
6 recorded in Document No. 85049273; Declaration of annexation recorded in Document No.
7 840352249; in Document No. 850232436; in Document 1"0.850344108; in Document ;\10.
8 850442525; in Document No. 850516868; in Document No. 86006280; in Document No.
9 86078859; in Document No. 86078860; in 860267155; in Document No. 860267156; in
Document NO. 860352626; in Document No. 860352627, and plat recorded in Book 265 of
Maps, page 50, records of Maricopa County, Arizona:
TOGETHER WITH an undivided interest in the common elements as set forth in said Declaration
and Plat.

10 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written
11 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
12 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
13 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against
14 Debtor if Debtors personal liability is discharged in this bankruptcy case.

15 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
16 to which the Debtor may convert.
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